

From: ejfried@wt6.usdoj.gov@inetgw
To: Microsoft ATR
Date: 1/23/02 7:41am
Subject: Microsoft Settlement

To whom it may concern,

The proposed Microsoft settlement is inadequate for any number of reasons. It stops far short of ending the many predatory and monopolistic tactics that have put Microsoft into its current position. One tactic that is particularly galling to me, and that is not addressed by the settlement, is Microsoft's use of language prohibiting ISVs from distributing any "Freely Available" (i.e., Open Source) software along with (i.e., installed on the same machine as) any of several "redistributable components" that are typically installed as a part of Windows. This effectively bars ISVs from installing any Open Source software on any Windows machine they sell, and forces them to keep any value-added software they have developed as closed source.

From the Microsoft Windows Media Encoder 7.1 SDK EULA:

... you shall not distribute the REDISTRIBUTABLE COMPONENT in conjunction with any Publicly Available Software. "Publicly Available Software" means each of (i) any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software (e.g. Linux) or similar licensing or distribution models ... Publicly Available Software includes, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); The Artistic License (e.g., PERL); the Mozilla Public License; the Netscape Public License; the Sun Community Source License (SCSL); ...

Ernest Friedman-Hill
Distributed Systems Research Phone: (925) 294-2154
Sandia National Labs FAX: (925) 294-2234
Org. 8920, MS 9012 ejfried@ca.sandia.gov
PO Box 969 http://herzberg.ca.sandia.gov
Livermore, CA 94550